

## SeatGeek x David Dobrik NYC Pop-up Sweepstakes

May 2019

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES BEGINS AT 11:00 AM EASTERN TIME ("ET") ON May 18th 2019 AND ENDS AT 11:59 PM ET ON May 19th 2019 ("Entry Period"). THIS SWEEPSTAKES IS OPEN TO INDIVIDUAL LEGAL RESIDENTS OF THE UNITED STATES, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY, TO WHOM THIS OFFER IS DIRECTLY ADDRESSED (VIA EMAIL), EXCEPT WHERE PROHIBITED (VOID WHERE PROHIBITED). IF YOU WOULD PREFER NOT TO PARTICIPATE IN THIS SWEEPSTAKES, YOU CAN EMAIL [hi@seatgeek.com](mailto:hi@seatgeek.com) OR SEND A LETTER WITH YOUR NAME, ADDRESS, AND EMAIL ADDRESS TO 400 LAFAYETTE ST., 4TH FLOOR, NEW YORK, NY 10003. ALSO, YOU MAY CONTACT SHANNON MANLEY AT [SMANLEY@SEATGEEK.COM](mailto:SMANLEY@SEATGEEK.COM). PLEASE NOTE THAT THE PROMO CODE TO BE AWARDED AS THE PRIZE IS FOR ONE-TIME USE ONLY. SEE BELOW FOR DETAILS. YOU ARE RESPONSIBLE FOR ALL DISCLOSURES AND OTHER INFORMATION RELATED TO YOUR PARTICIPATION IN THIS SWEEPSTAKES. PLEASE NOTE THAT THIS SWEEPSTAKES IS IS NOT SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM.

**The following contains the official rules, terms, and conditions for the Influencer sweepstakes (the "Official Rules"), and, along with SeatGeek's Terms and Conditions and Privacy Policy, governs the relationship between you, as a sweepstakes' participant ("You," or "Your") and SeatGeek, Inc., located at 400 Lafayette St., 4th Floor, New York, NY 10003 ("SeatGeek" "seatgeek.com" or "Sponsor") as the sponsor and administrator of the sweepstakes.**

**1) ELIGIBILITY:** As detailed above, the Influencer Sweepstakes (the "Sweepstakes") is open to individual legal residents of the United States who are eighteen (18) years of age or older at the time of entry, to whom this offer is directly addressed. Employees of Sponsor, Facebook, and Instagram, and each of its affiliates, subsidiaries, parent corporations, and advertising and promotional agencies who are involved with this promotion, and all of their respective officers, directors, shareholders, employees and agents (collectively,

“Releasees”) are not eligible to enter or win in the Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**2) AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, You fully and unconditionally agree to and accept these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3) HOW TO ENTER:** There are two methods of entry. 1) **Automatic Entry:** During the Sweepstakes Entry Period, you will receive one (1) entry for following SeatGeek on Instagram at @teamseatgeek and then making one (1) Instagram post that includes the hashtag #SponsoredBySeatGeek (limit of one (1) entry during the Sweepstakes Entry Period) before the end date of May 19th 2019. Please note You may not inaccurately tag content (example: do not tag yourself in photos if You are not in the photo or the one taking the photo). 2) **Mail Entry:** To receive an entry, provide your name, complete address, email address, and phone number to [hi@seatgeek.com](mailto:hi@seatgeek.com), with the subject line: Influencer Sweepstakes. Additionally, you can provide the same information and mail it in to: 400 Lafayette St., 4th Floor, New York, NY 10003. Email and mail-in entries will be entered into final drawing according to postmarked dates; however mail entries must be received during the Entry Period to be eligible. You may also submit entries via either method listed above, however, You are limited to one (1) total entry during the Entry Period, regardless of entry method. **Illegible, incomplete, postage due, and mechanically reproduced entries will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned.**

**4) PRIZE DETAILS:** Each winning entry (a “Prize,”) will consist of one (1) SeatGeek promotional code (“Promo Code”) that is good towards the purchase of an event on [www.seatgeek.com](http://www.seatgeek.com) or the App.

The approximate retail value (“ARV” ) of the Prize is \$500 USD. Please note that the Prize is only applicable to the cost of the ticket(s). Travel and lodging are not included.

Also, please note that the Promo Code is eligible for **one-time use only**. Subsequently, it can be utilized to purchase tickets one time, and if the amount of the ticket(s) purchased

is/are less than the ARV listed above, the remainder cannot be utilized. Conversely, if the ticket(s) purchased is/are more than the ARV listed above, You will be responsible for the remainder.

**5) SELECTION OF WINNERS:** One (1) Prize winner will be determined from all eligible entries received during promotional period by a random drawing to be conducted approximately fourteen (14) business days following the end of promotional period. All drawings will be conducted by Sponsor whose decisions are final and binding on all matters relating to this Sweepstakes.

**6) DISCLOSURES AND ODDS:** No substitution or transfer of Prize by winner. Odds of winning a Prize are determined by the total number of eligible entries received.

**7) NOTIFICATION OF WINNERS:** The potential winner will be notified via Instagram direct message and will be required to acknowledge and respond with Prize acceptance within (5) five days of date sent on notification or he/she will be disqualified and an alternate entrant will be selected in his/her place in a separate random drawing from among all eligible entries for the applicable drawing. If Prize notification or a Prize is returned as undeliverable or in the event of noncompliance with these Official Rules, such potential winner will be disqualified and the Prize will be awarded to an alternate winner.

**8) RELEASE:** By entering this Sweepstakes, You agree to release and hold harmless Releasees from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes or receipt or use of any Prize.

Furthermore, Releasees are not responsible for, and You release and hold the Releasees harmless for: (i) late, lost, inaccurate, illegible, garbled, delayed, damaged, misdirected or postage-due entries; (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic, technical, network, typographical, printing, human or other error which may occur in connection with or relating to this Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the

announcement of the prizes or in any Sweepstakes-related materials; or (v) any injury or damage to persons or property which injury or damage may be caused, directly or indirectly, in whole or in part, from Your participation in the Sweepstakes. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than stated number of Prizes for any Prize as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims received for the Prize at issue. For the avoidance of doubt, Releasees includes Instagram, Facebook, and any affiliates of each.

**9) DISPUTES:** You agree that (i): any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate New York State Court (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event shall You be entitled to receive attorneys' fees or other legal costs; and (iii) under no circumstances will You be permitted to obtain awards for, and You hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of You and Sponsor in connection with the Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction) other than the State of New York.

**10) CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL**

**AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**11. CONDITIONS.** All federal, state, and local taxes are the sole responsibility of the winner. ADDITIONALLY, YOU ARE RESPONSIBLE FOR ALL RELEVANT DISCLOSURES FOR YOUR PARTICIPATION IN THIS SWEEPSTAKES AND ADHERENCE TO APPLICABLE LAWS AND REGULATIONS. If You do not comply with these Official Rules, or attempts to interfere with this Sweepstakes in any way, You will be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

**12. ADDITIONAL TERMS.** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry who must also be eligible to enter and win. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security,

fairness or proper conduct of the Sweepstakes. In such case, Sponsor may, at its discretion, select the winner(s) from all eligible entries received unaffected by the problem. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site/app. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, defraud, threaten or harass any other entrants or Sponsor's representatives. Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. or Apple, Inc. SeatGeek trademarks, service marks, and copyrights are proprietary to the SeatGeek. All rights reserved.

**13) WINNERS LIST:** For list of winners, send a self-addressed, stamped envelope to: SeatGeek, Inc., located at 400 Lafayette St., 4th Floor, New York, NY 10003. Winners lists will be available thirty (30) days after the end of any calendar year and will cover monthly winners for a one year period (the immediately prior calendar year).